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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:)	Case	13-21376 (GMB)
)		
COCCO, Thomas J., Sr.	)	Chapter	13
)		
	)		CERTIFICATION OF DEBTOR IN SUPPORT
	)		OF MOTION TO PROTECT PERSONAL
	)		ASSETS, PROTECT POTENTIAL INTEREST
Debtor(s)	)		IN REAL ESTATE/99 YEAR LEASES, AND
	)		TO PROTECT PERSONAL PROPERTY THAT
	)		WAS LOCATED AT ONE OF THE SITES
	)		OWNED BY DEBTOR WHICH WAS A 99
	)		YEAR LEASE

I, Thomas J. Cocco, certify as follows:

1. I am the owner of two, fully paid for homes located in the community presently known as Swan Lake. No ground rent whatsoever is due and owing at this time.
2. I am the plaintiff in the above captioned matter.
3. Respectfully, much confusion, mistake and misunderstanding has been generated in this matter as a result and as a product of defendant's continuous misrepresentations of fact and law.
4. As a result of the above and only as a result of the above I am, at this time, since 5/22/13, homeless and bankrupt with absolutely no basis in actual fact or law.

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5. I am a senior citizen, a veteran and suffering a life-threatening heart condition yet to be fully diagnosed. I am without economic means substantially as a result of defendant's conduct.
6. Respectfully, #4 is not the reason this court should exercise its (only statutory considerations regarding such forms of punishment ignored to date) jurisdictional powers to hear and decide the truthfulness of plaintiff's representations to this court, rather circumstances of constant exploitation of defendants in generating the scheme that led to the error upon error and reliance upon incorrect and nonexistent law and facts, utilized to create this illegal, uncivilized and immoral homelessness.
7. As set forth above, I own two fully paid for homes and also one that is financed.
8. The 99 year lease is paid up in full.
9. These defendants have misrepresented that other fees for services irrefutably (in fact, admittedly) **not being performed, along with attorney fees, late fees, electric and other fees are rent. They simply are not rent and not due and owing at this time.**
10. The law could not be more clear on this point, which is the **only** basis for my homeless status, precipitated by an order issued in grave error.
11. Plaintiff represented himself out of necessity to this point.
12. Very respectfully, plaintiff implores this court to return me to my paid for home (Unit D-21) until such time that this court may hold an actual hearing with appropriate factual and legal briefing.

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13. The above set forth personal and real property should never have been wrongfully seized in the first instance, and such an occurrence squarely cuts against any semblance of justice or due process.
14. The irreparable and other harm presently being caused remains beyond description and defies any form of legal explanation. To these facts I hereby swear and affirm, and implore this court to return circumstances to the status quo prior 5/22/13 before it is too late.
15. Defendants continue to advise plaintiff of their plans to demolish these mobile homes in place for more than 15 years with rooms professionally added at great expense as well as other additions.
16. Heating and air conditioning have also been converted and rehabilitated, along with almost the entire structures and the entire lots at a cost of more than \$52,000.
17. At this time, these lots as always remain landlocked without the more than 24 year use of access roads, which this defendant now claims belong to him alone and those renters or owners who go along with his most apparent fraud, deception and extortion of which Ms. Greenberg herself plays a major role as the court will but only permit a presentation of evidence of record confirming all of the above.
18. Respectfully, the court should be in control of these assets and how they should be disposed of given the nature of these proceedings, not the defendants and not the plaintiff.
19. Plaintiff stands ready to assist Mr. _____ in the fashioning of a workout plan, fair and equitable to all involved via this court's guidance.

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20. Court-ordered appraisals can be accomplished, these properties marketed as they were to me, paid for as plaintiff has more than \$58,000 in total and not in essence seized by one, as the court will observe from the facts of record, so-called creditor of contested debt with no actual standing, privity or secured status has pulled an illegal and immoral scheme off thus far.
21. Respectfully, this matter was transferred to Law Division by two separate courts for trial on the merits, not seizure of these assets.
22. The windfall defendants are experiencing was specifically denied by both Chancery and Landlord Tenant court.
23. The homelessness of their adversary, who simply chose to stand on due process rights he believed he had, is a bonus generated by error upon error and misrepresentation upon misrepresentation as this court will easily determine and is and represents an uncivilized and repugnant to justice benefit of an illegal scheme.
24. Respectfully, such is as set forth above easily identifiable by a non-conflicted court as a case of documented fraud upon the court and the plaintiff.
25. As explained above, **no rent is due** as admitted and no procedures necessary as a matter to obtain the most harsh and draconian punishment of ejection to the street has even been attempted to be properly adhered to by defendants because such remains a verifiable impossibility.

Dated: July 23, 2013

/s/Thomas J. Cocco